

**Memorandum to the File
Case Closure**

Alleged Conflict of Interest, Misuse of Position, and Unauthorized Disclosure of Proprietary Information, Veterans Relationship Management, OI&T, Washington, DC (2012-00396-IQ-0009)

The VA OIG Administrative Investigations Division investigated allegations that (b) (7)(C) Veterans Relationship Management, OI&T, engaged in a conflict of interest when she maintained dual employment with VA and Systems Research and Applications Corporation International, Inc. (SRA). (b) (7)(C) supervised the Indefinite Delivery/Indefinite Quantity contract with VA that supported the Veteran Identity Eligibility Reporting System (VIERS) project but used an SRA email account to receive VA meeting notifications. She also allegedly gave proprietary information to contractors that she personally knew. To assess these allegations, we interviewed (b) (7)(C) other VA employees; (b) (7)(C) a former SRA employee and (b) (7)(C) and other contractor employees. We also reviewed email, personnel, and contract records, as well as, applicable Federal laws, regulations, and VA policy. We also investigated an allegation of preferential treatment, and we addressed those findings in a separate memorandum.

Conflict of Interest

Federal law prohibits an Executive Branch employee from participating personally and substantially through decision, approval, or recommendation in a particular matter in which, to his knowledge, he or the organization in which he is serving as an employee, has a financial interest. 18 USC § 208. Standards of Ethical Conduct for Employees of the Executive Branch state that an employee shall not use public office for private gain, employees shall act impartially and not give preferential treatment to any private organization or individual. 5 CFR § 2635.101(7) and (8). It further states that an employee shall not use public office for private gain. Id., at § 2635.702.

Personnel records reflected that (b) (7)(C) accepted a (b) (7)(C) (b) (7)(C) position with VA on (b) (7)(C) SRA personnel records showed and (b) (7)(C) confirmed that she began employment with SRA on (b) (7)(C) and terminated employment with SRA on (b) (7)(C). Further, (b) (7)(C) told us that she did not plan to seek employment with SRA. (b) (7)(C) (b) (7)(C) said that he had no evidence that (b) (7)(C) was a current employee of SRA and did not believe (b) (7)(C) was duly employed with VA and SRA. (b) (7)(C) (b) (7)(C) said that (b) (7)(C) was not a current SRA employee and she had no future employment plans with SRA.

(b) (7)(C) Office of Acquisition Operations, Technology Acquisition Center (TAC), Eatontown, NJ; (b) (7)(C) (b) (7)(C) Office of Acquisition Operations, TAC; and (b) (7)(C)

(b) (7)(C) Office of Acquisition Operations, TAC, told us that they had no knowledge of (b) (7)(C) past employment with SRA or any possible current or future employment plans with SRA.

(b) (7)(C) told us that they had no knowledge of (b) (7)(C) ever using her VA position to give preference to SRA. (b) (7)(C) told us that (b) (7)(C) did not give preferential treatment to SRA and that to his knowledge, she did not disclose contractor bid, proposal information, or source selection information to SRA before awarding the contract. (b) (7)(C) told us that she never used her VA position to give SRA a preference in contracting with VA.

A VA Office of General Counsel representative told us that (b) (7)(C) did not appear within the public or confidential financial disclosure systems; therefore, we were unable to determine if (b) (7)(C) had any reported financial conflicts of interest. (b) (7)(C) said that she was not required to file a financial disclosure report and that she did not self-report any conflict of interests.

In reference to an allegation that SRA received an improper contract that supported the VIERS project, (b) (7)(C) told us that on February 18, 2011, solicitation VA118-11-RP-0122 advertised for competition on the Federal Business Opportunities website. The solicitation provided for support to all the programs and projects assigned to the OI&T VRM Program Executive Officer, and established the requirements for contractor provided solutions. She said that they issued the solicitation on a best value, competitive basis, and they contemplated up to five separate contract awards. (b) (7)(C) told us that they received 20 proposals on March 18, 2011, and they evaluated them against the solicitation criteria. She said that the Source Selection Authority used the results to determine the five awards that offered VA the best value, which were awarded on June 24, 2011. Further, she identified contract #VA118-11-D-0053 as the one awarded to SRA.

Email and/or contract records reflected that the VIERS contract #VA118-11-D-0053 was associated with task order #VA118-11-F-0001, awarded to SRA on June 24, 2011 for 1 year. Records reflected that the task order was issued against the VRM Information Technology Solutions and Support Services Program, IDIQ basic contract in support of Member Integration Services and that it was issued to provide data services, messaging, and DOD interoperability to the rest of VRM. The total obligated amount of the order was \$4,061,124.

(b) (7)(C) told us that (b) (7)(C) decided to streamline the acquisitions with one large IDIQ contract for VRM, because there were over 100 acquisitions at the time. (b) (7)(C) said that a team was put together to work the IDIQ contract; however, she was not part of the team because she knew too many companies in the vendor community. She told us that she recused herself from being anywhere near the contract vehicle. She said that she had nothing to do with it, she was not on the selection board, and she was not involved with the writing. (b) (7)(C) told us that from a "post award" perspective, she knew that SRA had the work. She said, "In

terms of having anything to do with the solicitation or the awarding of the initial five task orders, I couldn't tell you what five companies got those five task orders." She said that she could not identify any of the SRA personnel associated with this contract/task order because "I haven't had any interaction."

(b) (7)(C) told us that he managed the whole acquisition, and he described (b) (7)(C) involvement with the contract solicitation process as "zero." (b) (7)(C) said that they originally considered (b) (7)(C) for the (b) (7)(C) (b) (7) position but that it was instead given to (b) (7)(C). Records reflected that (b) (7)(C) was the COR for contract #VA118-11-D-0053/task order VA118-11-F-0001 for VIERS.

In reference to (b) (7)(C) involvement with the contract solicitation process, (b) (7)(C) said, "Oh, it wasn't much." She said that (b) (7)(C) was involved in the pre-solicitation period to help define the requirement. She did not remember (b) (7)(C) on the Integrated Product Team (IPT). She told us that (b) (7)(C) would have been involved in providing people from her staff to be on the evaluation board. She also said that (b) (7)(C) was involved, but definitely not in any of the evaluations. She said that as part of the solicitation process, two-sample task orders were developed, and neither one of them came from (b) (7)(C) group. She said that questions were asked of (b) (7)(C) and the original PWS went through all of her work stream leads. She said that two different PWS existed. One was the basic contract PWS, and she did not know (b) (7)(C) level of involvement. The second was the task order PWS, and she "believed" that (b) (7)(C) helped write it. She said that (b) (7)(C) helped define the PWS that made up the task order. (b) (7)(C) told us that she did not know about (b) (7)(D), (b) (7)(C) involvement with the contract's solicitation process, but "thought" she reviewed the Performance Work Statement (PWS).

In reference to (b) (7)(C) involvement with the contract source selection process, (b) (7)(C) told us that (b) (7)(C) was not on the evaluation board. She said that she spent 3 weeks with the board, and (b) (7)(C) was never present. She provided documentary proof that (b) (7)(C) was not a Member and/or Advisor to the Source Selection Evaluation Board (SSEB). (b) (7)(C) told us that she was not a Member or advisor to the SSEB.

In reference to the SRA contract, (b) (7)(C) told us that she was not aware of any Federal contract violations. (b) (7)(C) said that they were not aware of (b) (7)(C) violating any Federal contract law. They also said there was no evidence that (b) (7)(C) knowingly disclosed contractor bid, proposal, or source selection information to SRA. (b) (7)(C) said that she did not disclose any contractual bid, proposal information, or source selection information to SRA.

In reference to an allegation that (b) (7)(C) used an SRA assigned email account after she became a VA employee, (b) (7)(C) confirmed that she previously had an SRA assigned email account. She said that due to a technical issue, anytime someone sent her a meeting invite, it was improperly forwarded to her SRA email account. She said

that she submitted trouble tickets to the VA help desk and they resolved the issue.

(b) (7)(C) told us that she had not used the SRA email account since leaving her employment at SRA and that account was inactive. (b) (7)(C)

(b) (7)(C) told us that (b) (7)(C) former SRA assigned email account was disabled on September 15, 2008, and purged as an SRA email address on October 20, 2008. On February 21, 2012, we sent an email message to the SRA email account, and received an undeliverable notification.

In reference to an allegation that (b) (7)(C) improperly disclosed contract data to aid a specific contractor, (b) (7)(C) told us that she never used her VA position to unfairly aid or give preferential treatment to any contractor. (b) (7)(C)

and (b) (7)(C) told us that (b) (7)(C) never aided or gave preferential treatment to any contractor. They also said that they had no evidence that (b) (7)(C) disclosed contractor bid, proposal, or source selection information to a contractor before an awarded contract. (b) (7)(C) told us that she never provided proposal information or source selection information to a contractor before the awarding of the contract. (b) (7)(C) also said that she never solicited or accepted any gratuity, gift, favor entertainment, loan, or anything of monetary value from anyone who sought to obtain government business.

(b) (7)(C) told us that (b) (7)(C) never solicited or accepted any gratuity, gift, favor entertainment, loan, or anything of monetary value from anyone who sought to obtain government business.

(b) (7)(C) told us the allegation that she helped (b) (7)(C) get his first VA contract was inaccurate. She said that she never gave (b) (7)(C) preferential treatment and (b) (7)(C) told us that the claim that (b) (7)(C) helped him get his first VA contract was false. He said that his first VA contract occurred well before he ever met (b) (7)(C). He also said that (b) (7)(C) did not disclose any contractor bid, proposal information, or source selection information to him before awarding a contract. He said that (b) (7)(C) did not use her VA position to unfairly aid him or give him preferential treatment.

Conclusion

We did not substantiate the allegations that (b) (7)(C) engaged in a conflict of interest when she maintained dual employment with VA and SRA, that she used an SRA email account, that she supervised the IDIQ contract, or gave proprietary information to a contractor she personally knew. We found that SRA did not employ (b) (7)(C) at the same time that VA employed her and that her previously assigned SRA email account was defunct. Further, we found no evidence that she gave preferential treatment to any contractor or gave proprietary information to a particular contractor. A review of records and interviews of individuals involved with (b) (7)(C) employment history, those involved with the IDIQ contract supporting the VIERS project, and those with knowledge about her relationships with contractors, disclosed no evidence that she engaged in a conflict of interest or misused her position, or was involved with the unauthorized disclosure of contractual data. We are therefore closing these allegations without a formal report or memorandum.

(b) (7)(C)

Prepared By

12/13/2012
Date

(b) (7)(C)

Approved B

12/14/12
Date